of a citizen. *Noble v. U. R. L. R. Co.*, 147 U. S. 165. Plaintiff must show that some act in violation of his rights has been actually done, or irreparable injury is threatened. *Judd v. Town of Fox Lake*, 28 Wis. 583. The court in this case follow *Weiss v. Herlihy*, 23 App. Div. 608, in requiring that the defendant show with some degree of certainty that illegal acts have been done on the premises. Similar actions have been denied, *City of Chicago v. Wright*, 69 Ill. 318; even where the supervision of the police was exercised in an arbitrary and unlawful manner. *Stennan v. Kennedy*, 15 Abb. Prac. 201.

LICENSES—RECOVERY OF FEE—VOLUNTARY PAYMENT.—SOUTHERN RY. CO. V. CITY OF FLORENCE, 37 So. 844 (Ala.).—*Held*, that a threat to begin action for collection of penalty for failure to pay license fee does not render payment under protest an involuntary payment.

Mere threats do not ordinarily constitute such coercion as to render a tax payment involuntary. *Williams v. Stewart*, 115 Ga. 864; *DeBaker v. Carillo*, 52 Cal. 473. But if the demand is made under color of office and threat of immediate and effectual enforcement, the rule is otherwise. *St. Anthony Elevator Co. v. Bottineau*, 9 N. Dak. 346; *First Nat. Bank v. Watkins*, 21 Mich. 483. And the payment is involuntary if made to prevent discontinuance of business. *Swift Co. v. U. S.*, 111 U. S. 29; *Scottish Union Ins. Co. v. Herriott*, 109 Iowa 606. But all rights must be expressly reserved. *Yates v. Royal Ins. Co.*, 200 Ill. 202. When the payment is made to avoid a penalty it is commonly held, contrary to the present case, that the payment is involuntary. *Magnolia v. Sherman*, 46 Ark. 358; *Allen v. Burlington*, 46 Vt. 202.

LOTTERY—WHAT CONSTITUTES—SUIT CLUB.—DEFLORIN V. STATE, 49 S. E. 699 (GA.).—*Held*, that a "suit club" whose members pay $1 per week, and which holds weekly drawings, as a result of which the member holding the lucky number receives his suit and ceases to be a member of the club, is a lottery.

Any method of dealing by which a pecuniary consideration is paid and it is determined by lot or chance, according to some scheme held out to the public, what and how much he who pays the money is to have for it, or whether he is to have anything, is a lottery. *MacDonald v. U. S.*, 63 Fed. 426; *Hull v. Ruggles*, 56 N. Y. 424. Thus where lots are sold at a fixed price, and the particular lots are ascertained by chance, it is a lottery. *Wooden v. Shotwell*, 24 N. J. L. 789; *Allebach v. Godshalk*, 116 Pa. 329. When, as in the principal case, each knows by the terms of his contract just what he is to receive, but not how much he is going to have to pay therefor, the principle is the same. It depends absolutely on the chance element being present. *People v. Elliott*, 74 Mich. 264; *Ex P. Kameta*, 36 Ore. 251.

MORTGAGES—DEED ABSOLUTE ON ITS FACE—EVIDENCE.—REICH V. DYER ET. AL., 72 N. E. 922 (N. Y.).—*Held*, that a deed, absolute in form cannot be held, as a matter of law, to be a mortgage when the grantee advanced part of the price to the grantor under an agreement that the grantee might within a year from the date of the deed retain the title to the premises by paying the balance of the price—with the understanding that the money should be treated as a loan if the grantee concluded not to purchase—and there was evidence that the parties intended the instrument to be a deed and that the possession of the premises was surrendered to the grantee. Martin, O'Brien and Vann, JJ., *dissenting*.